**Name of regulated entity or Obliged Person\*/Introducer\*\***

*The Regulated entity introducing (or who introduced) the Customer to RBS International*

Click here to enter text.

**Address of Obliged Person/Introducer**

Click here to enter text.

**Name of Obliged Person’s/Introducer’s regulator**

Click here to enter text.

**Obliged Person’s/Introducer’s regulator reference number**

Click here to enter text.

***\*JFSC Money Laundering Order –*** *(defined in Article 16(1)) financial services business the Commission discharges supervisory functions, or is a person carrying on equivalent business (each referred to as “obliged person”)*

***\*\* GFSC Handbook -*** *Appendix A (Glossary of Terms) “Introducer” Appendix C business who is seeking to establish or has established, on behalf of another person or legal arrangement who is its customer, a business relationship or undertake an occasional transaction with a specified business.*

Terms which are italicised in this letter are, unless otherwise defined herein, as used and defined in the [Money Laundering (Jersey) Order 2008 (the **Money Laundering Order**)](https://www.jerseylaw.je/laws/revised/Pages/08.780.30.aspx) and;

The Guernsey Financial Services Commission Handbook (the **Handbook**) and The Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law 1999, as amended (the **Law**).

1. We confirm that we have a business relationship with each entity listed in the Schedule within this letter who will become a customer of RBS International or who is currently a customer of RBS International (in each case a “**Customer**” and together the “**Customers**”)
2. We confirm that we have applied and will continue to maintain the customer due diligence measures during the course of our business relationship with each Customer (the **Customer Due Diligence Measures**) which satisfy the requirements of applicable anti-money laundering laws and regulations in either (i) Jersey OR (ii) Guernsey:
3. The Money Laundering (Jersey) Order 2008 (the Money Laundering Order)

***Please tick if applicable*** [ ]

1. The Handbook and the Law

***Please tick if applicable*** [ ]

1. We confirm that we are a *Financial Services Business* licensed and regulated in the Bailiwick of Guernsey

***Please tick if applicable*** [ ]

We confirm that we are a *Financial Services Business* licensed and regulated in one of the jurisdictions listed in Appendix C of the Handbook

***Please tick if applicable*** [ ]

1. In particular and without prejudice to the confirmation above, we confirm that we have identified, verified and obtained evidence to verify the identity (as applicable) of:
	1. each Customer and, if appropriate, its proxy;
	2. the purpose and intended nature of the business relationship;
	3. the source of funds and the source of wealth (if applicable);
	4. each *Beneficial Owner or Controller/Key Principal* of each Customer;
	5. each third party for whom each Customer is purporting to act (and each *Beneficial Owner* or *Controller/Key Principal* of that third party);
	6. where a third party is a trust, a limited partnership or a foundation, each person who is:
		1. the settlor, trustee, protector or enforcer of the third party trust or a founder or foundation official of a foundation;
		2. a person that is the object of a trust power in relation to a third party trust;
		3. a person with a beneficial interest in the third party or any other person who benefits from that foundation or trust or other legal arrangement;
		4. an individual who otherwise exercises ultimate effective control over the third party; and
	7. each person purporting to act on behalf of any Customer.
2. We confirm that we have not relied on any other party to apply any Customer Due Diligence Measures and we have complied with applicable requirements of the Handbook.
3. We confirm that the information provided to RBS International accurately reflects the information that we hold in relation to any Customer and each *Beneficial Owner* and *Key Principal* which was obtained by applying Customer Due Diligence Measures.
4. We confirm that we are required to keep, and do keep, an up to date record of evidence and verification of identity, and any other relevant documentation, obtained by applying Customer Due Diligence Measures in relation to the Customers and each *Beneficial Owner and Key Principal* required to satisfy the Law and the Handbook.
5. We confirm that we are required to keep, and do keep, sufficient supporting records in respect of a transaction which is subject to Customer Due Diligence Measures or ongoing monitoring to enable the transaction to be reconstructed.
6. We agree to keep a record of evidence and verification of identity, and any other relevant documentation, obtained by applying Customer Due Diligence Measures for at least five years (or such longer period as the relevant regulator may direct) after the date that RBS International’s relationship with any Customer ceases.
7. If requested by RBS International, we agree to provide without delay, original or certified copies of all verification documents which we obtained by applying Customer Due Diligence Measures or any other relevant verification documents (including the records referred to in paragraph 9 above).
8. We consent to RBS International relying on our performance of on-going Customer Due Diligence Measures and keeping a record of evidence of Customer Due Diligence Measures in relation to the Customers.
9. We agree to provide prompt assistance to RBS International whenever it undertakes periodic tests of our obligations under this letter.
10. We confirm that we have read and understood RBS International’s Intermediary Guidance on High Risk Policy (as advised by RBS International from time to time).
11. We agree to notify, within five working days, RBS International if we become aware that any *Beneficial Owner* or *Controller/Key Principal* owning or controlling 10% or more of the Customers:
	1. becomes subject to restrictive measures or sanctions (as applied by either the European Union or the United Nations from time to time);
	2. becomes connected or related to parties resident in countries, jurisdictions and/or regimes referred to in RBS International’s Intermediary Guidance on High Risk Policy (as advised by RBS International from time to time);
	3. becomes subject to a criminal investigation in either (i) a jurisdiction in which RBS International has a presence or (ii) the jurisdiction of establishment, incorporation or domicile of either the Customer or that *Beneficial Owner* or *Controller/Key Principal*; or
	4. becomes subject to media interest which is reasonably likely to have an adverse impact on the reputation of RBS International or the NatWest Group.
12. We agree to notify RBS International within 30 days where any customer has a change of business purpose, change of income type or any other change of circumstance which could impact the FATCA/CRS status or tax residency claimed by the customers or relevant controlling persons.
13. We agree to notify, within five working days, RBS International of any changes to the *Beneficial Owners* or *Key Principals* ultimately owning or controlling 25% or more of the ownership interest of either (i) the share capital, ownership or voting rights or (ii) (in respect of a partnership or a trust) the capital, assets or net profits, of any Customer and any change to the ultimate *Beneficial Owners* or *Key Principals* of any Customer where such change includes a *Beneficial Owner or Key Principal* becoming a politically exposed person.
14. We agree to notify RBS International as soon as reasonably practicable before our relationship with any Customer ceases.
15. Upon a cessation of our relationship with a Customer, we agree to provide RBS International with any and all assistance (including providing any records of evidence) which RBS International reasonably requests.
16. We agree that RBS International may terminate the agreement under this letter at any time.

**To be signed by an authorised officer i.e. Director/Company Secretary/Member/Partner of the Obliged Person**

|  |  |
| --- | --- |
| **Signature:** |  |

**Full Name:** Click here to enter text.

**Official position:** Click here to enter text.

**Date:** Click here to enter text.

**Entity:** Click here to enter text.

**Schedule**

**Customer names** (full legal names)

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